

**RIGHT OF WAY AGREEMENT – TEMPORARY CONSTRUCTION EASEMENT**

Right-of-Way: Main Street Bridge Project  
WBS #300180, Parcel No. 08-11

**THIS AGREEMENT No. 08-11** in the form of a Temporary Construction Easement, covering the property particularly described hereinbelow, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Charles M. Molinari, hereinafter referred to as GRANTORS and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as COUNTY, has been executed and delivered to Phil Acosta, Right of Way Agent for the County of San Luis Obispo;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between GRANTORS and COUNTY as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the COUNTY of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement, except as set forth herein.
2. The COUNTY shall pay the undersigned GRANTORS the sum of \$1,200.00 for this Temporary Construction Easement.
3. The COUNTY shall defend and indemnify GRANTORS from any and all claims, damages, costs, judgments, or liability arising from any culpable negligence of the COUNTY or its officers, employees or agents during the COUNTY'S construction activities conducted upon GRANTOR'S real property.
4. GRANTOR hereby grants permission to the COUNTY, or its authorized agent to enter upon GRANTORS' land where necessary within that certain area titled Temporary Construction Easement on the maps attached hereto and made a part hereof, for the purposes of facilitating construction or removal of COUNTY facilities related to the Cambria Main Street Bridge Replacement Project (Project) including, but not limited to, the stockpiling of materials and soil; and the parking and storage of equipment; and for all other related activities and purposes associated with construction or removal of COUNTY facilities for the said Project. Said Temporary Construction Easement shall commence upon County's issuance to GRANTORS of a copy of the Notice to Proceed for said Project and shall terminate upon completion of said Project or after twenty-four (24) months from the date of commencement, whichever shall occur first. The amount shown in clause 2 herein includes, but is not limited to, full payment for said Temporary Construction Easement, including severance damages, if any, from said date. Upon completion of construction of COUNTY'S facilities, the Temporary Construction Easement Area shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical.
5. At no expense to the GRANTOR, and at the time of roadway construction, the County or its authorized agent will reconstruct a hot-mix asphalt drive approach way left of Engineer's Station 15+64 as shown on the County Department of Public Works project plans for the Cambria Main Street Bridge Project on file in the County Department of Public Works. It is understood and agreed that upon completion of said reconstruction, the portion(s) of said hot-mix asphalt drive approach way lying within the COUNTY road right of way shall be considered an encroachment under a revocable permit upon the County road, and shall be maintained, repaired, and operated as such by GRANTOR, in accordance with, and subject to pertinent County and State law, and San Luis Obispo County Department of Public Works Standard Encroachment Permit Provisions. Upon completion of said reconstruction, GRANTOR shall defend, indemnify, and hold harmless the COUNTY from any and all claims, damages, costs, judgments, or liability arising from any use of the dirt approach way as ingress or egress to or from the County Road.

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6. GRANTOR hereby grants permission to the COUNTY, or its authorized agent, to enter upon GRANTOR'S land, where necessary, for purposes of replacing or reconstructing Project impacted fencing in-kind and for purposes of reconstructing and/or conforming GRANTOR'S driveway as described in the previous section (5.). GRANTOR understands and agrees that upon completion of the work described in this section, said fencing and portion(s) of driveway located upon GRANTOR'S land shall be considered as the sole property of the GRANTOR; the maintenance and repair of said property to be that of the GRANTOR.

7. All work done on GRANTOR'S property under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed on GRANTOR'S property by the COUNTY in connection with the Project, shall be left in as good condition as found at the commencement of the Project.

8. The undersigned GRANTORS warrant that they are the owners in fee simple of the property affected by this Temporary Construction Easement as described hereinabove and that they have the exclusive right to grant this Temporary Construction Easement.

**IN WITNESS WHEREOF**, GRANTORS and COUNTY have executed this Agreement the day and year first above written. (As used above the term GRANTOR shall include the plural as well as the singular number as the case may be.)

Charles M. Molinari, **GRANTORS:**

By: Charles M. Molinari Date: 3-20-12  
Charles M. Molinari



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**COUNTY OF SAN LUIS OBISPO**

\_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of San Luis Obispo

Dated: \_\_\_\_\_, 20\_\_\_\_


**ATTEST:**

Julie L. Rodewald County Clerk-Recorder  
and Ex-Officio Clerk of the Board of Supervisors  
County of San Luis Obispo

\_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM AND LEGAL EFFECT:**


WARREN R. JENSEN  
County Counsel

By:   
Deputy County Counsel

3/28/12

**RECOMMENDED FOR APPROVAL:**

Department of Public Works:  
PAAVO OGREN  
Public Works Director

By:   
PHIL ACOSTA  
Right of Way Agent